

## **Exhibit F**

## **Exhibitor Agreement: Terms and Conditions**

### **EXHIBIT SPACE**

1. Exhibit space is limited. PPFA reserves the right to award exhibit space only to those Exhibitors whose exhibits will best meet the needs of conference attendees. PPFA may exclude Exhibitors whose products or services are not consistent with PPFA policies or for any other reason PPFA deems in its best interests.

2. The general contractor for the exposition is: **GES Exposition Services**

Arrangements for shipment of materials, equipment and booth furnishings will be made at the exhibitor's expense. DO NOT MAIL MATERIALS DIRECTLY TO THE HOTEL. Upon receipt of the completed registration and payment, an Exhibitor's Service Kit will be forwarded.

3. Exhibit hall schedule to be announced. Exhibit personnel must staff exhibit during ALL show hours. Should PPFA decide to change or reduce the hours partial refunds will not be offered to exhibitors.

4. All exhibit personnel MUST wear the official exhibit badge issued by Planned Parenthood Federation of America, Inc. (PPFA) and understand that such identification is required to gain entry into the exhibit hall. In addition, all exhibit personnel agree to register in advance for the conference. All Exhibitors agree to notify PPFA of all exhibit personnel by March 3, 2015 for badges and security purposes. Such badges shall only grant access to the exhibit hall. PPFA may extend invitations to exhibitors for select conference sessions at a later date. The costs for two (2) name badges per exhibit booth are included with the exhibitor registration fee. Additional name badges can be purchased in advance at a cost of \$200 per badge.

6. All display materials must be flame proof and are subject to inspection by the local Fire Department. No flammable fluids or substances may be used or shown in the booths.

7. PPFA reserves the right to restrict the use of glaring lights or irregular lighting effects. Audio-visual and other sound and attention getting devices must be relevant to the exhibitors' products or services. They must not annoy or disturb other exhibitors.

8. Sufficient space must be provided within the exhibit booth to contain people watching demonstrations or other promotional activities. Each exhibitor is responsible for keeping aisle/aisles surrounding the exhibit booth free from congestion due to a demonstration or other promotional activity.

9. No signs or other articles shall be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner to deface or destroy them. Likewise, no attachments shall be made to the floors by nails, screws, or any devices that would damage them. All space is leased subject to these restrictions.

10. Exhibitors or their agents shall not injure or deface the walls or floors of the building, the booths, and/or the equipment or furnishings in the booths. The exhibitor will be held liable for

any such damage caused by him or his agent. The exhibitor assumes full responsibility for complying with union regulations; local, city and state laws regarding sales taxes; and regulations concerning fire, safety, electrical wiring, and health.

11. No exhibitor shall assign, sublet, or share the space allotted without the advance knowledge and consent of PPFA.

12. Exhibitors must show only products manufactured or represented by their company in the regular course of business Exhibitors may only distribute gifts to attendees if such gifts are professional in nature, are of nominal value, and come with no strings attached.

13. Character of Exhibits is subject to approval of PPFA. PPFA reserves the right to restrict exhibits that, because of noise, methods of operation, or for any other reason become objectionable or reflect unfavorably upon PPFA, and also to prohibit or evict without refund any exhibit (or parts of exhibits) or persons that in the opinion of PPFA may detracts from the general character of the exhibition. PPFA may, at its discretion, withhold or withdraw permission to distribute gifts to participants that are not in compliance with the policies stated in this Agreement or not considered professional in nature.

14. If Exhibitor chooses to sell merchandise in the exhibit booth, Exhibitor must only process payments for such merchandise via credit card transaction. Exhibitor may not accept cash for payment.

#### LEGAL and COMPLIANCE MATTERS

14. If an Exhibitor cancels its space at any time, 100% of the booth costs will be retained. All cancellations must be made emailed to Elizabeth Wilber at [Elizabeth.Wilber@ppfa.org](mailto:Elizabeth.Wilber@ppfa.org).

15. PPFA represents that the fee paid by the Exhibitor or displaying promotional information about one or more of Exhibitor's products at the event noted above does not exceed the fair market value for the display.

16. Exhibitor and PPFA each agree that they shall comply with all applicable federal, state and local laws and regulations in performance of its respective obligations pursuant to this Agreement, including, without limitation, laws related to fraud, abuse, privacy, discrimination, disabilities, samples, confidentiality, false claims and prohibition of kickbacks.

17. The exhibitor agrees that during the life of this contract the exhibitor's company will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, age, religion, sexual orientation, or gender.

18. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regard to their exhibit space, including but not limited to wheelchair access.

19. Acceptance of the display fee is not meant to serve as an obligation by PPFA, express or implied, to purchase, prescribe or otherwise support the Exhibitor's products. Inclusion of an Exhibitor in the Exhibit Hall does not imply PPFA support or endorsement for the Exhibitor's products or services and the Exhibitor may not so state or imply.

20. Performance of this contract is contingent upon the ability of PPFA and the venue to complete same and is subject to labor disputes, strikes or picketing, accidents, government (federal, state or local) requisition, restrictions upon travel, transportation, supplies, and other causes, whether enumerated herein or not, which are beyond the control of these entities. In no event shall they be liable for Exhibitor's loss of profit or other similar or dissimilar collateral or consequential damages. In no event shall the above entities' liability be in excess of the total amount of the exhibit fee contracted heretofore.

21. The parties to this Agreement shall be deemed for all purposes to be independent contractors and not an employee or agent of the other party.

22. The exhibitor assumes responsibility and agrees to indemnify and defend Planned Parenthood Federation of America and the venue and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither Planned Parenthood Federation of America, Inc., nor the venue maintains insurance covering exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

23. This Agreement shall be governed by the laws of the District of Columbia, without giving effect to its conflict of laws provisions.

24. Any and all matters or questions not covered specifically by this Agreement shall be subject to the sole discretion of PPFA.